

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

GURUDU-GROUP LLC,

Plaintiff,

v.

RAM ROBINSONS AUTOMATION  
MACHINERY LLC, ROBINSONS  
AUTOMATION MACHINERY  
LIMITED, and MINO AUTOMATION  
USA INC.,

Defendants.

Case No. 2:22-cv-01973-WBS-JDP

**ORDER**

DENYING PLAINTIFF'S REQUEST FOR  
DEFAULT JUDGMENT WITHOUT  
PREJUDICE

ECF No. 36

Plaintiff brought this action against defendants RAM Robinsons Automation Machinery LLC, Robinsons Automation Machinery Limited (“Robinsons UK”), and Mino Automation USA Inc., alleging claims for breach of oral contract, money had and received, and unjust enrichment.<sup>1</sup> See ECF No. 1. After waiving service of process, defendant Robinsons UK did not file a response to the complaint, and the clerk entered default. ECF Nos. 15 & 24. Plaintiff now requests entry of default judgment against Robinsons UK under Federal Rule of Civil Procedure

<sup>1</sup> Plaintiff voluntarily dismissed defendant RAM Robinsons Automation Machinery LLC. See ECF No. 14. The district judge dismissed defendant Mino Automation USA Inc. by stipulation. See ECF No. 35.

1 55(b). ECF No. 36. As explained below, because plaintiff has not submitted adequate briefing to  
2 show that default judgment is warranted, I will deny the request without prejudice.<sup>2</sup>

3 **Background**

4 Plaintiff, a South Carolina limited liability company, specializes in industrial automation.  
5 ECF No. 1 ¶ 11. Defendants hired plaintiff as a subcontractor to perform robot programming  
6 services for a project at Tesla—referred to as the “Tesla Lathrop Project,” located in Lathrop,  
7 California—after defendants were unable to deliver the services by Tesla’s deadline. Tesla knew  
8 of, and consented to, defendants hiring plaintiff as a subcontractor. *Id.* ¶¶ 1, 12-13.

9 Before plaintiff started working on the Tesla project, plaintiff and defendants entered into  
10 an oral contract that outlined the nature of the work to be performed and defendants’ payments.  
11 ECF No. 1 ¶¶ 2, 14. In particular, defendants agreed to pay plaintiff’s programmers between \$65  
12 to \$70 per hour for their services. *Id.* ¶ 14. From March 21, 2022, to approximately May 25,  
13 2022, plaintiff diligently worked as defendants’ subcontractor and received praise from Tesla for  
14 its performance. *Id.* ¶¶ 3, 15. Plaintiff sent weekly invoices to defendants outlining the number  
15 of hours each programmer worked. *Id.* ¶ 16.

16 Although plaintiff performed its obligations under the contract and sent multiple demands  
17 for payment, defendants failed to pay plaintiff. ECF No. 1 ¶ 17. Defendants owe plaintiff  
18 \$121,172.50, exclusive of interest and costs. *Id.* ¶¶ 4, 18.

19 **Legal Standard**

20 Rule 55(a) of the Federal Rules of Civil Procedure instructs the court clerk to enter default  
21 when a defendant “has failed to plead or otherwise defend, and that failure is shown by affidavit  
22 or otherwise.” Fed. R. Civ. P. 55(a). Under Rule 55(b), a plaintiff may apply to the district court  
23 for a default judgment. *See* Fed. R. Civ. P. 55(b)(2). An initial entry of default by the court clerk,  
24 however, does not automatically entitle a plaintiff to a court-ordered judgment. “[T]he general  
25 rule [is] that default judgments are ordinarily disfavored.” *Eitel v. McCool*, 782 F.2d 1470, 1472  
26 (9th Cir. 1986) (citation omitted). “Whenever it is reasonably possible, cases should be decided

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27 <sup>2</sup> Pursuant to Local Rule 230(g), the hearing calendared for March 7, 2024, was vacated  
28 and the matter was ordered submitted without oral argument. *See* ECF No. 38.

1 upon their merits.” *Pena v. Seguros La Comercial, S.A.*, 770 F.2d 811, 814 (9th Cir. 1985)  
 2 (citation omitted).

3 **Discussion**

4 Plaintiff’s request for default judgment is deficient for several reasons. First, plaintiff fails  
 5 to address critical jurisdictional issues. “When entry of judgment is sought against a party who  
 6 has failed to plead or otherwise defend, a district court has an affirmative duty to look into its  
 7 jurisdiction over both the subject matter and the parties.” *In re Tuli*, 172 F.3d 707, 712 (9th Cir.  
 8 1999). Plaintiff, as the party asserting jurisdiction, “bears the burden to establish jurisdictional  
 9 facts.” *In re Boon Glob. Ltd.*, 923 F.3d 643, 650 (9th Cir. 2019) (citation omitted). The  
 10 complaint alleges that defendant Robinsons UK is a business entity with a principal place of  
 11 business in Southampton, Hampshire, in the United Kingdom. *Id.* at 1 ¶ 7. For an entry of  
 12 default judgment to be valid, plaintiff must demonstrate that the court may properly exercise both  
 13 subject matter jurisdiction and personal jurisdiction over this foreign party.

14 Next, plaintiff’s request lacks any discussion of the so-called *Eitel* factors. The Ninth  
 15 Circuit in *Eitel* identified the following factors as relevant to a court’s discretionary decision to  
 16 grant or deny a default judgment: (1) the possibility of prejudice to the plaintiff, (2) the merits of  
 17 the plaintiff’s substantive claim, (3) the sufficiency of the pleading, (4) the sum of money at stake  
 18 in the action, (5) the possibility of a dispute concerning the material facts, (6) whether the default  
 19 was due to excusable neglect, and (7) the strong public policy favoring decisions on the merits.  
 20 *See Eitel*, 782 F.2d at 1471-72. Because plaintiff does not address these issues, the request for  
 21 default judgment is inadequate.

22 Plaintiff’s damages request is likewise inadequate. Although plaintiff’s counsel submits a  
 23 declaration in support of the request for default judgment, counsel only references the complaint  
 24 when stating that defendants owe plaintiff \$121,172.50. *See* ECF No. 36-1 ¶ 2 (“As set forth in  
 25 its complaint, Gurudu was owed \$121,172.50 for robot programming services it performed at the  
 26 Tesla Lathrop Project.”). In the context of a motion for default judgment, the general rule is that  
 27 well-pleaded allegations of the complaint—except those concerning the amount of damages—  
 28 will be taken as true. *See TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir.

1 1987) (citation omitted). Plaintiff's counsel does not provide any detailed information or  
2 documentation to substantiate the amount. *See, e.g., Bostik, Inc. v. J.E. Higgins Lumber Co.*,  
3 2013 WL 312074, at \*4 (N.D. Cal. Jan. 10, 2013) (requiring the plaintiff seeking default  
4 judgment to “‘prove up’ the amount of damages, fees, and costs it requests by providing  
5 admissible evidence in the form of clear declarations, calculations, witness testimony, or other  
6 documentation supporting its request”).

7 **Conclusion**

8 Based on the above, it is hereby ORDERED that plaintiff's request for default judgment,  
9 ECF No. 36, is denied without prejudice.

10 IT IS SO ORDERED.

11  
12 Dated: May 20, 2024

13   
14 JEREMY D. PETERSON  
15 UNITED STATES MAGISTRATE JUDGE

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